

<i>SERFF Tracking Number:</i>	<i>CMLX-126471445</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Companion Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44670</i>
<i>Company Tracking Number:</i>	<i>BSMAR0010801F01</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>MMXX02BL10</i>		
<i>Project Name/Number:</i>	<i>MMXX02BL10/BSMAR0010801F01</i>		

## Filing at a Glance

Company: Companion Life Insurance Company

Product Name: MMXX02BL10

SERFF Tr Num: CMLX-126471445 State: Arkansas

TOI: H04 Health - Blanket Accident/Sickness

SERFF Status: Closed-Approved-Closed  
State Tr Num: 44670

Sub-TOI: H04.000 Health - Blanket  
Accident/Sickness

Co Tr Num: BSMAR0010801F01 State Status: Approved-Closed

Filing Type: Form

Author: SPI CompanionLife

Reviewer(s): Rosalind Minor

Date Submitted: 01/25/2010

Disposition Date: 01/28/2010

Disposition Status: Approved-Closed

Implementation Date Requested: 02/25/2010

Implementation Date:

State Filing Description:

## General Information

Project Name: MMXX02BL10

Status of Filing in Domicile: Not Filed

Project Number: BSMAR0010801F01

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Blanket

Filing Status Changed: 01/28/2010

Explanation for Other Group Market Type:

State Status Changed: 01/28/2010

Deemer Date:

Created By: SPI CompanionLife

Submitted By: SPI CompanionLife

Corresponding Filing Tracking Number:

Filing Description:

Attached herewith for your consideration and approval is Companion Life Insurance Company's Intercollegiate Sports Blanket Accident Insurance Policy. This form is new and will not replace any forms that have been previously approved in your state. Companion's properly licensed agents will market the policy to Arkansas colleges and universities. The policy provides especially designed accident benefits to eligible athletes, trainers, student managers and coaches of the Policyholder. We certify that all revisions to variable text will be in full compliance with applicable state law.

## Company and Contact

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<i>Project Name/Number:</i>	<i>MMXX02BL10/BSMAR0010801F01</i>		

### **Filing Contact Information**

Vivian Frederic, Contracts Compliance Specialist	vivian.frederic@companiongroup.com
7909 Parklane Rd	803-735-1251 [Phone] 46777 [Ext]
Columbia, SC 29223-5666	800-836-5433 [FAX]

### **Filing Company Information**

Companion Life Insurance Company	CoCode: 77828	State of Domicile: South Carolina
7909 Parklane Rd, Suite 200	Group Code: 661	Company Type:
Columbia, SC 29223-5666	Group Name: Companion Life Insurance Company	State ID Number:
(803) 735-1251 ext. [Phone]	FEIN Number: 57-0523959	

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### **Filing Fees**

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Companion Life Insurance Company	\$50.00	01/25/2010	33771355

<i>SERFF Tracking Number:</i>	<i>CMLX-126471445</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>MMXX02BL10/BSMAR0010801F01</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Rosalind Minor	01/28/2010	01/28/2010

<i>SERFF Tracking Number:</i>	<i>CMLX-126471445</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>MMXX02BL10</i>		
<i>Project Name/Number:</i>	<i>MMXX02BL10/BSMAR0010801F01</i>		

## Disposition

Disposition Date: 01/28/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	CMLX-126471445	State:	Arkansas
Filing Company:	Companion Life Insurance Company	State Tracking Number:	44670
Company Tracking Number:	BSMAR0010801F01		
TOI:	H04 Health - Blanket Accident/Sickness	Sub-TOI:	H04.000 Health - Blanket Accident/Sickness
Product Name:	MMXX02BL10		
Project Name/Number:	MMXX02BL10/BSMAR0010801F01		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Blanket Accident Insurance Policy	Approved-Closed	Yes
Form	Blanket Intercollegiate Sports Accident Insurance Application	Approved-Closed	Yes

SERFF Tracking Number: CMLX-126471445 State: Arkansas

Filing Company: Companion Life Insurance Company State Tracking Number: 44670

Company Tracking Number: BSMAR0010801F01

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: MMXX02BL10

Project Name/Number: MMXX02BL10/BSMAR0010801F01

## Form Schedule

### Lead Form Number: ICBAP-4010

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 01/28/2010	ICBAP-4010	Policy/Cont ract/Fratern al Certificate	Blanket Accident Insurance Policy	Initial		40.400	ICBAP-4010.PDF
Approved-Closed 01/28/2010	ICBAP-APPL-4020	Application/Blanket Enrollment Form	Intercollegiate Sports Accident Insurance Application	Initial		40.100	ICBAP-APPL-4020.PDF



**COMPANION LIFE INSURANCE COMPANY**  
**(Herein called the Company)**  
**7909 Parklane Road, Suite 200**  
**Columbia, SC 29223**

Policyholder: [ABC University]  
Policy Number: [1234567]

**BLANKET ACCIDENT INSURANCE POLICY**

This Policy is a legal contract between the Policyholder and the Company.

Subject to the provisions, limitations and exclusions of this Policy, the Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy. Those persons who are eligible to be Insureds are described in the Description of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date provided premiums are paid when due, unless otherwise terminated as provided in this Policy.

If this Policy terminates, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

IN WITNESS WHEREOF the Companion Life Insurance Company has caused this Policy to be executed by its President at Columbia, South Carolina.

A handwritten signature in black ink, appearing to read 'Trescott N. Hinton, Jr.', written over a horizontal line.

Trescott N. Hinton, Jr.  
**President**

**PLEASE READ THIS POLICY CAREFULLY.**

**THIS IS AN ACCIDENT ONLY POLICY. IT DOES NOT COVER SICKNESS OR DISEASE.**

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## SECTION 1 - CLASSES & SCHEDULE

### 1. Identification of Policyholder:

Name of Policyholder: [ABC University]

Address of Policyholder: [123 Main Street, City, State ZIP]

Type of Business or Organization: [University]

### 2. Scope of Coverage Applicable to Accident Medical Benefits:

Full Excess Medical Expense

### 3. Description of Eligible Persons:

#### Number Eligible

*Class*

*Description of Class*

[575]

[1]

All registered athletes, trainers, student managers and coaches of the Policyholder participating in Tackle Football, Basketball, Baseball, Softball, Lacrosse, Ice Hockey, Field Hockey, Soccer, Swimming and Diving, Volleyball, Wrestling, Gymnastics, Golf, and Tennis.]

### 4. Conditions of Coverage:

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverage:

*Covered Activities*

Attendance at or participation in Intercollegiate Sports Activities

*Covered Travel Activities:*

Covered Sports Travel

*Sports Coverage:*

Personal Deviations Covered - No

### 5. Schedule:

The benefit amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

#### **Accident Medical Expense Benefit**

Benefit Limit for all Covered Expenses [\$75,000]

Per Covered Accident Deductible: [\$500] per accident

Accident Medical Expense benefits are only provided for Covered Expenses incurred for the following:

<b>Covered Expense</b>	<b>Benefit Amount, Percentage, Other Limits</b>
<b>In-Patient Hospital Services</b>	
Daily ICU or CCU Benefit	[100%] of Usual & Customary up to the intensive care unit daily rate
Daily In-Hospital Benefit	[100%] of the average semi-private room rate
Miscellaneous Services	[100%] of Usual & Customary
Maximum Amounts:	
Operating Room	[100%] of Usual & Customary
Laboratory Test	[100%] of Usual & Customary
X-ray Examination	[100%] of Usual & Customary
Anesthesia	[100%] of Usual & Customary
Drug or Medicine (excluding take-home drugs)	[100%] of Usual & Customary
Therapeutic Services	[100%] of Usual & Customary
Supplies	[100%] of Usual & Customary
Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items or other convenience items.	
<b>Ambulatory Medical Center</b>	[100%] of Usual & Customary
<b>Emergency Room Treatment</b>	[100%] of Usual & Customary
<b>Physician Services</b>	
Surgery Benefit	[100%] of Usual & Customary
Assistant Surgeon	[100%] of Usual & Customary
Physician's Surgical Facilities	[100%] of Usual & Customary
Second Opinion or Consultation	[100%] of Usual & Customary
Anesthesia Benefit	[100%] of Usual & Customary
Inpatient Visits	[100%] of Usual & Customary
Office Visits	[100%] of Usual & Customary
<b>Outpatient Diagnostic X-Ray and Laboratory Tests</b>	[100%] of Usual & Customary
<b>Outpatient Physiotherapy</b>	[100%] of Usual & Customary
<b>Medical Equipment Rental</b>	[100%] of Usual & Customary
<b>Orthopedic Braces and Appliances</b>	[100%] of Usual & Customary
<b>Medical Services and Supplies</b>	[100%] of Usual & Customary
<b>Eyeglasses, Contact Lenses and Hearing Aids</b>	[100%] of Usual & Customary
<b>Dental Services</b>	[100%] of Usual & Customary
Dental Maximum:	[\$100] per tooth, per accident
Deferred Dental Maximum:	[\$500] per tooth, per accident

<b>Prescription Drug Benefit</b>	[100%] of Usual & Customary
<b>Accidental Death Benefit</b>	
Maximum Amount:	[\$25,000]
<b>Accidental Dismemberment Benefit</b>	
Maximum Amount:	[\$25,000]
<b>Ambulance Services</b>	[100%] of Usual & Customary
(a) to a Hospital; or	
(b) between Hospitals or other medical facilities; or	
(c) from a Hospital upon discharge.	
<b>[Nursing Services</b>	[100%] of Usual & Customary]
<b>[High Cost Procedures</b>	[100%] of Usual & Customary]
<b>[Pre-Admission Testing</b>	[100%] of Usual & Customary
Confinement must occur within seven (7) days of the testing].	
<b>[Pre-existing Condition/ Re-aggravation of Prior Injury Coverage]</b>	[100%] of Usual & Customary
<b>[HMO/PPO Denial Benefit</b>	[100%] of Usual & Customary]
<b>[Expanded Medical Benefit for Covered Sports Conditions</b>	[100%] of Usual & Customary
Covered Sports Conditions	Repetitive motion injuries, strains, sprains, hernia, tennis elbow, tendonitis, bursitis and muscle tears.]
<b>[Covered Heart and Circulatory Conditions</b>	[100%] of Usual & Customary
Covered Heart and Circulatory Conditions	Heart attack, stroke, brain circulatory malfunctions and heat exhaustion.]
<b>[Emergency Evacuation Benefit</b>	
Maximum Amount:	[\$25,000]]
<b>[Repatriation of Remains Benefit</b>	
Maximum Amount:	[\$10,000]]
<b>[Lightning Benefit</b>	
Maximum Amount:	100% of [\$5,000]]

### **[Policy Riders and/or Endorsements:**

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

CLASS(ES) 1

FORM NO.

DESCRIPTION

Sample Rider

Intercollegiate Sports Rider]

### **Expenses Not Covered**

None of the following will be considered Covered Expenses unless coverage is specifically provided in this Policy. Expenses Not Covered are in addition to the Common Exclusions set forth elsewhere in this Policy.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or administration of blood.
2. Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
  - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
  - b reconstruction incidental to or following surgery resulting from a Covered Accident.
3. Any elective or routine treatment, surgery, health treatment or examinations;
4. Repair or replacement of existing artificial limbs, eyes and larynx.
5. Treatment in any Veterans' Administration, Federal or state facility unless there is a legal obligation to pay.
6. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
7. Rest cures or custodial care.
8. Repair or replacement of existing dentures, partial dentures, braces or bridgework.
9. Personal services such as television and telephone, or transportation.
10. Expenses payable by any automobile insurance policy without regard to fault.
11. Services or treatment provided by an infirmary operated by the Policyholder.
- [12. Orthopedic appliances used mainly to protect an injury so that a Covered Person can take part in sports.]
- [13. Examination or prescriptions for eyeglasses, contact lenses, hearing aids, wheelchairs, appliances, orthopedic braces or orthotic devices.]
- [14. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al., that are a normal, foreseeable result of participation in the Covered Activity.]
- [15. Treatment or service provided by a private duty nurse.]
- [16. Treatment of hernia of any kind.]
- [17. Chiropractic treatment or physiotherapy.]
- [18. Treatment of injury resulting from a condition that a Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician.]
- [19. Treatment of an injury resulting from or contributed to by frostbite, fainting or seizures or heatstroke or heat exhaustion.]

6. **Premiums:**

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

Policy Premium: [\$142,000.00]

Upon termination of the Policy, the Company may audit the Policyholder's records pertaining to this insurance to determine the earned premium. The earned premium shall not be less than the Policy Premium.

If the earned premium exceeds the Policy Premium, the Policyholder will promptly pay the balance to the Company. If the earned premium is less than the Policy Premium, the Company will promptly return the excess to the Policyholder.

7. **Policy Effective Date:** [August 1, 2010]

8. **Policy Termination Date:** [August 1, 2011]

## SECTION 2 - DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers shall be given the meanings set forth below or as later defined. Additional terms may be defined within the provision to which they apply.

**Ambulatory Surgical Center** - means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

**Appropriate Treatment** means care, services or supplies, provided by or at the direction of a Physician that are appropriate, according to accepted standards of medical practice, for the Covered Person's injury and are provided during the course of treatment of an injury sustained in a Covered Accident. Appropriate Treatment must be provided no less frequently than monthly.

**Company or We, Us, Our** - means Companion Life Insurance Company.

**Covered Accident** – means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an Injury or Covered Loss and meet all of the following conditions:

- (1) Occurs while the Covered Person is insured under this Policy;
- (2) Is not contributed to by disease, sickness, or mental or bodily infirmity; and
- (3) Is not otherwise excluded under the terms of this Policy

**Covered Activity(ies)** – means any recurring activity that is shown in the *Classes & Schedule* and:

- (1) Takes place under one of the Conditions of Coverage specified in the *Classes & Schedule*; and
- (2) Is sponsored, organized, scheduled or otherwise provided by the Policyholder.

**Covered Expense or Covered Loss** – means the lesser of the usual and customary charge and the maximum benefit shown, for services or supplies listed, in the *Classes & Schedule* and described in the Accident Medical Expense Benefits section of this Policy. Covered Expenses must be incurred by an Insured for appropriate treatment for injuries sustained in a Covered Accident.

**Covered Person or Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Description of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Deductible** – means the amount of Covered Expenses that must be paid by the Insured due to Injuries resulting from an accident before benefits become payable due to Injuries resulting from that accident.

**Health Care Plan** - means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care, disability benefits or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;

4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment, group practice and individual practice plans;
5. medical benefits provided under automobile "fault" and no-fault" – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
  - a. a state-sponsored Medicaid plan; or
  - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

**Hospital** – means a facility that: (1) is operated pursuant to law for the care and treatment of injured or sick people; (2) has medical, diagnostic and treatment facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24-hour nursing service by or under the supervision of licensed graduate registered nurses; (4) is supervised by one or more Physicians; (5) is primarily and continuously engaged in providing medical care and treatment to sick and injured persons; and (6) charges for its services. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; (3) a clinic, facility or unit of a Hospital for drug addicts or alcoholics; or (4) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or governmental agency for the treatment of members or ex-members of the armed forces.

**Injury** - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of disease or bodily infirmity.

**Medically Necessary** – means that a Covered Expense is: (1) essential for diagnosis, care or treatment of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

**Nurse** means a licensed registered nurse (R. N.) or a licensed practical nurse (L. P. N.) who is not:

1. the Covered Person;
2. a parent, sibling, spouse or child of the Covered Person or the Covered Person's spouse;
3. a person living in the Covered Person's household; or
4. a person employed or retained by the Policyholder.

**Personal Deviation** – means any activity which:

- (1) Is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
- (2) The Insured performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Classes & Schedule*.

**Physician** – means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured; (2) a Family Member; or (3) retained by the Policyholder.

**Schedule** – means the Schedule section of the Master Application and this Policy.

**Usual and Customary Charge** means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

The final determination of all Usual and Customary Charges rests solely with Us.



### SECTION 3 - POLICY EFFECTIVE AND TERMINATION DATES

**Policy Effective Date:** This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Policy Termination Date:** This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: (1) the Policy Termination Date shown in the Master Application; or (2) the premium due date if premiums are not paid when due.

Termination of this Policy takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

### SECTION 4 - INSURED'S EFFECTIVE AND TERMINATION DATES OF COVERAGE

**Insured's Effective Date of Coverage:** An Insured's coverage under this Policy becomes effective on the latest of the following: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Description of Eligible Persons section of the Master Application.

**Effective Date of a Change in an Insured's Coverage:** A change in an Insured's coverage under this Policy due to a change in his or her eligible class, Covered Activity become(s) effective on the latest of the following: (1) when the change in his or her eligible class, Covered Activity occur(s); (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur after the change becomes effective.

**Insured's Termination Date of Coverage:** An Insured's coverage under this Policy ends on the earliest of the following: (1) the date this Policy is terminated; (2) the premium due date if premiums are not paid when due; or (3) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Description of Eligible Persons section of the Master Application.

Termination of coverage will not affect any claim for a covered loss that occurred while the Insured's coverage under this Policy was in force.

## **SECTION 5 - PREMIUM**

**Premiums:** The Company provides insurance in return for premium payments. Premiums are payable to the Company at the rates and in the manner set forth in the Premiums section of the Master Application.

**Changes in Premium Rates:** The Company also has the right to change the required premiums at any time when any change affecting rates is made in this Policy. Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.

## **SECTION 6 - GRACE PERIOD**

**Grace Period:** A Grace Period of [31] days will be provided for the payment of each premium due after the first premium due date. This Policy will not be terminated during the Grace Period for nonpayment of premium if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder does not pay all of the premiums due by the last day of the Grace Period. No grace period will be provided if the Company receives notice from the Policyholder to terminate this Policy prior to a premium due date.

## SECTION 7 - CONDITIONS OF COVERAGE

**This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the COMMON EXCLUSIONS section in order to understand all of the terms, conditions and limitations of coverage.**

### SPORTS COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting directly and independently of all other causes from a Covered Accident that occurs while he is participating in one of the following Covered Activities:

1. regularly-scheduled practice or training;
2. regularly-scheduled competition or exhibition game;
3. a scheduled tryout, workout session or team meeting;
4. a Supervised and Sponsored Sports Activity; or
5. Covered Sports Travel.

Covered Sports Travel includes travel, only within the contiguous United States, including Alaska and Hawaii, and only directly and without interruption:

1. between home and the premises of the Sports Organization;
2. between home and another meeting place designated by the Sports Organization;
3. between home and another site designated by the Sports Organization, where a Supervised and Sponsored Sports Activity is scheduled;
4. between the premises of the Sports Organization or other meeting place it designates and another site where a Supervised and Sponsored Sports Activity is scheduled.

**Travel Coverage for Overnight Supervised and Sponsored Sports Activities** Covered Sports Travel also includes travel to a Supervised and Sponsored Sports Activity, within or outside the contiguous United States, Alaska and Hawaii when the Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Travel to an Overnight Supervised and Sponsored Sports Activity may be by any common carrier with which the Sports Organization has arranged transportation of Covered Persons. Travel to any Covered Activity that takes place outside the contiguous United States, Alaska and Hawaii will be covered only if We have agreed to it in writing.

**Definitions** For purposes of this coverage:

**Sports Organization** means a School, college or university, team, league or other organization, as named in the Schedule of Benefits, that organizes, sponsors, supervises, schedules or otherwise provides Sports Covered Activities.

**Supervised and Sponsored Sports Activity** means a Covered Activity that:

1. takes place:
  - a. on a Sports Organization's premises during scheduled hours;
  - b. at another site at which the Covered Activity is scheduled; and
2. is sponsored, organized or otherwise provided by the Sports Organization; and

3. is supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority for that Covered Activity by the Sports Organization.

**Supervised and Sponsored Sports Activity** does not include participating in any activity, including tryouts, practice or any competitions or games for (a) club or intramural sports and (b) any sport other than those listed in the *Schedule of Benefits*.

**Covered Sports Travel** not involving overnight stays means transportation on a bus or Private Passenger Automobile driven by an adult with a valid driver's license whom the Sports Organization has specifically designated to transport Covered Persons to a Supervised and Sponsored Sports Activity.

#### **Exclusions**

1. This coverage will not be in effect during any sports activity unless it is sponsored, organized, supervised scheduled or otherwise provided by the Sports Organization named in the *Schedule of Benefits*.
2. This coverage will not be in effect for a Covered Person during travel to or from any Supervised and Sponsored Sports Activity if that Covered Person is traveling to or from it by another means of transportation.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

## SECTION 8 - ACCIDENT MEDICAL EXPENSE BENEFITS

If an Insured suffers an Injury that, within [180] days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Covered Expenses incurred due to that Injury, as set forth below, up to the Maximum Amount per Insured for all Injuries caused by the same accident. This benefit is payable only for such charges incurred after the Deductible has been met within [104] weeks of the date of the accident causing the Injury. Accidental Medical Expense benefits are not payable for charges applied to the Deductible. The amount of the Deductible is shown in the Schedule.

The Company will pay Accidental Medical Expense benefits for Eligible Expenses incurred for those services and supplies shown in the Schedule for the Accidental Medical Expense Benefit, subject to the Coinsurance Percentage, if any, shown in the Schedule and the limitations set forth therein.

In addition to the Exclusions in the Exclusions section of this Policy, Accidental Medical Expense benefits are not payable for, and Covered Expenses do not include, any expense for or resulting from any of the following:

1. services or supplies which are not specified in the Schedule for the Accidental Medical Expense Benefit.
2. that part of any medical expenses payable under any automobile insurance policy without regard to fault or automobile insurance medical payment benefit.
3. dental care or treatment, except as specifically provided by this Accidental Medical Expense Benefit.
4. new or the repair or replacement of existing caps, crowns, dentures or other orthodontic appliances, except as specifically provided by this Accidental Medical Expense Benefit.
5. new or the repair or replacement of existing dental bands or braces or other dental appliances, or fixed or removable bridges.
6. new or the repair or replacement of eye glasses, contact lenses and hearing aids or examinations or prescriptions therefore, except as specifically provided by this Accidental Medical Expense Benefit.
7. artificial limbs, artificial eyes or other prosthetic devices.

Accident Medical Expense Benefits will not duplicate any benefits payable under any other coverage(s) provided by this Policy.

**Maximum Amount:** The Maximum Amount, as it applies to Benefits provided by this Policy, means the amount shown in the *Classes & Schedule* as the maximum amount for that Benefit for the Insured's eligible class.

### Covered Accident Medical Expenses

#### Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Classes & Schedule* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Classes & Schedule* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses, if indicated in the *Schedule of Benefits*, include, but are not limited to, X-ray, laboratory, in-Hospital physiotherapy, nurse services, orthopedic appliances, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay.

#### **Ambulatory Medical Center**

We will pay Covered Expenses incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

#### **Emergency Room Treatment**

We will pay Covered Expenses incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

#### **Physician Services – We will pay Covered Expenses for Covered Expenses listed below.**

##### **Surgery**

1. Covered Expenses charged for performing a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. We will pay up to 150% of the benefit for a surgical procedure when more than one surgical procedure through different operating fields is performed during the same surgical session;
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;
3. Covered Expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center; and
4. Any braces, splints or other devices required after surgery to ensure proper healing.

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

**Outpatient Diagnostic X-Ray and Laboratory Tests**

We will pay Covered Expenses incurred for diagnostic X-rays and laboratory tests except dental X-rays, CT Scans, MRI's and laboratory tests.

**Outpatient Physiotherapy**

We will pay Covered Expenses incurred for outpatient physiotherapy, which includes (a) acupuncture, (b) microthermy, (c) chiropractic adjustment, (d) manipulation, (e) diathermy, (f) massage therapy, (g) heat treatment, and (h) ultrasound treatment.

**Medical Equipment Rental**

We will pay Covered Expenses incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. an iron lung; or
3. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to computers, motor vehicles and modifications thereof, and ramps and installation costs, eyeglasses and hearing aids.

**Orthopedic Braces and Appliances**

We will pay Covered Expenses incurred for orthopedic braces and appliances when prescribed by a Physician and a written prescription accompanies the claim when submitted to the Company. Replacement orthopedic braces and appliances include durable medical equipment, which is equipment that: (1) is primarily and customarily used to serve a medical purpose; (2) can withstand repeated use; and (3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of purchase price.

**Medical Services and Supplies**

We will pay Covered Expenses incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

**Eyeglasses, Contact Lenses and Hearing Aids**

We will pay Covered Expenses incurred for the repair or replacement of eyeglasses, contact lenses and hearing aids or examinations or prescription therefore, when due to a covered Injury.

**Dental Services**

We will pay Covered Expense incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, X-rays, restorative treatment, endodontics, oral surgery, initial braces required for treatment of an injury and treatment of gingivitis resulting from trauma.

Covered Expenses must be incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Benefits for treatment(s) that must be deferred until after the end of the benefit period are limited to the Deferred Dental Benefit Maximum Amount, per accident, shown in this Schedule. A dentist must certify that deferral of the treatment is required.

### **Prescription Drugs**

We will pay Covered Expenses incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (1) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

### **Accidental Death**

If Injury to the Insured results in loss of life within [365] days after the date of accident that caused the Injury, the Company will pay [100%] of the Maximum Amount for this benefit.

### **Accidental Dismemberment**

If Injury to the Insured results, within [365] days of the date of the accident that caused the Injury, in any one of the losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that loss. The Company will not pay more than the Maximum Amount for the Accidental Dismemberment benefit if more than one loss is sustained by an Insured as the result of the same accident.

For Loss of:	Percentage of Maximum Amount
Both Hands or Both Feet or the Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
One Hand or One Foot and the Sight of One Eye .....	100%
One Hand or One Foot.....	50%
Sight of One Eye .....	50%
Thumb and Index Finger of the Same Hand.....	25%

Loss of a hand or foot means complete severance through or above the wrist or ankle joints. Loss of sight of an eye means the total and irrecoverable loss of the entire sight in that eye. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.



**Ambulance Service**

If an Insured suffers an Injury which requires Ambulance Service, the Company will pay the Covered Expenses incurred due to that Injury, up to the Maximum Amount per Insured for any one Injury, subject to the Coinsurance Percentage, if any, shown in the Schedule.

This benefit is payable only for such charges incurred after the Deductible has been met. Ambulance Expense benefits are not payable for charges applied to the Deductible. The amount of the Deductible is shown in the Schedule.

*Ambulance Service* – as used in this Benefit, means the service: (1) provided by a commercial or municipal ambulance service; and (2) for transporting the Insured to or from a Hospital occurred to the nearest medically appropriate facility.

**[Nursing Services]**

We will pay Covered Expenses incurred for services other than routine Hospital care, rendered by a Nurse.]

**[High Cost Procedures]**

We will pay Covered Expenses incurred for high cost procedures such as MRIs and CT Scans.]

**[Pre-Admission Testing]**

We will pay Covered Expenses incurred for pre-admission testing only if the confinement occurs within 7 days of the testing.]

**[Pre-existing Condition/Re-aggravation of Prior Injury Coverage]**

The Company will pay the Re-Agravation of Prior Injury benefit for Covered Expenses incurred for expenses resulting from re-aggravation of complication(s) of a prior injury as the result of the participation in a Covered Activity.

Re-injury or aggravation of a bodily injury which such injury was sustained prior to the Insured's effective date of coverage under this Policy, provided the re-injury or aggravation: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while the Insured is participating in a Covered Activity; (3) results directly and independently of disease or bodily infirmity; and (4) the Insured received medical clearance to participate in the Covered Activity from the Physician responsible to the Policyholder prior to the Insured's participation in such Covered Activity.]

**[Denied HMO/PPO Coverage]**

The Company will pay the Denied HMO/PPO benefit for Covered Expenses incurred for expenses denied under any other plan as "out of network" due to "location". Other plans include any group medical plans, Health Maintenance Organization (HMO) plans and Preferred Provider Organizations (PPO) plans.]

**[Expanded Medical Benefit for Sports Conditions]**

We will pay Covered Expenses incurred for treatment of pre-existing Sports Conditions shown in the *Classes & Schedule* if they are aggravated by the Covered Persons' participation in a Covered Activity, but only if his Physician has released him to participate in the Covered Activity during which the re-aggravation occurred.

Termination of Benefit – this benefit will terminate at 12:01 A.M. on the day after the team of which the Covered Person is a member has played its last game, including post-season tournament play.]

**[Heart and Circulatory Conditions]**

We will pay Covered Expenses Incurred for treatment of heart and circulatory conditions shown in the *Classes & Schedule* if:

1. they occur and are manifested during or within 24 hours of a Covered Activity; and
2. the Covered Person has not attained age 60 on the date he participates in the Covered Activity; and
3. the Covered Person has neither received nor been advised to have any medical treatment for the condition.

We will pay the Principal Sum if the Covered Person dies as a result of a heart and circulatory condition that meets the all the requirements described above, within 90 days of taking part in a Covered Activity.

Termination of Benefit – this benefit will terminate at 12:01 A.M. on the day after the team of which the Covered Person is a member has played its last game, including post-season tournament play.]

**[Emergency Evacuation]**

We will pay, subject to the limitations set forth below, for Covered Emergency Evacuation Expenses reasonably incurred if the Insured suffers an Injury that warrants his or her Emergency Evacuation. The Injury must occur while the Insured is outside a 200 mile radius from his or her current place of primary residence. The Emergency Evacuation Benefit is subject to the Maximum Amount shown in the Schedule for the Emergency Evacuation Benefit.

We or our authorized representative must authorize all Emergency Evacuation expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact the Company or its authorized representative in advance.

*Covered Emergency Evacuation Expenses* – as used in this Benefit, means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar treatment, services, supplies or Transportation in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

*Emergency Evacuation* - as used in this Benefit, means, if warranted by the severity of the Insured's Injury: (1) the Insured's immediate Transportation from the place where the Injury is suffered to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured's Transportation to his or her current place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

*Medically Necessary Emergency Evacuation Service* - as used in this Benefit, means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured.

*Transportation* – as used in this Benefit, means moving the Insured by an air, land or water conveyance during an Emergency Evacuation. Conveyances include, but are not limited to, air or land ambulances and private motor vehicles.]

#### **[Repatriation of Remains**

If Injury to the Insured results in loss of life, the Company will pay, subject to the limitations set forth below, for Covered Repatriation of Remains Expenses which are reasonably incurred to return his or her body to his or her current place of primary residence. The Injury must occur while the Insured is outside a 200 mile radius from his or her current place of primary residence. Repatriation of Remains Benefits are subject to the Maximum Amount shown in the Schedule for the Repatriation of Remains Benefit.

Covered Repatriation of Remains Expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffin or receptacle adequate for transportation of the remains; and (3) transportation of the remains by the most economical and direct conveyance and route possible.

The Company or its authorized representative must authorize all Repatriation of Remains expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact the Company or its authorized representative in advance.

### **[Lightning]**

The Company will pay the Lightning Benefit, subject to the limitations set forth below, when the Insured suffers loss of life for which an Accidental Death Benefit is payable under this Policy, and the loss: (1) occurs while the Insured is participating in a Covered Activity; and (2) is the direct result of being struck by Lightning.

Verification of the loss of life due to a Lightning strike must be provided by a Physician.

The Lightning Benefit is 100% of the Maximum Amount shown for the Lightning Benefit in the Schedule.

*Lightning* – as used in this Benefit, means an abrupt, discontinuous natural electrical discharge in the atmosphere and the visible flash of light accompanying such a charge.]

## **SECTION 9 - LIMITATIONS**

**Limitation on Multiple Benefits:** If the Insured suffers one or more losses from the same accident for which amounts are payable under the Accidental Death and Accidental Dismemberment Benefits, the maximum amount payable under both of these Benefits combined will not exceed the largest amount payable for one of those losses.

**Limitation on Multiple Covered Activities:** If the Insured suffers an Injury as the result of an accident that occurs while the Insured is participating in more than one Covered Activity applicable to that Insured, and if the same Benefit applies to that Insured with respect to more than one such Covered Activity, then for Policy purposes, the Maximum Amount for that Benefit for that Insured for that accident will be determined as though the accident occurred while the Insured was participating in the Covered Activity with the largest Maximum Amount for that Benefit for that person.

**Insurance With Other Insurers:** If there is other coverage with another insurer which provides benefits for the same loss, and the Company has not been given written notice prior to the occurrence or commencement of loss, the Company is only liable for: (a) that proportion of the loss that would otherwise have been payable; (b) the amount which the services rendered would have cost in the absence of such coverage; and (c) the return of such portion of the premium paid which exceeds the pro rata portion for the amount so determined.

## **SECTION 10 - OTHER HEALTH CARE PLAN BENEFITS**

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

## **SECTION 11 - FULL EXCESS MEDICAL EXPENSE**

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

## SECTION 12 - COMMON EXCLUSIONS

This Policy does not cover any loss caused by or as a result of, nor are any benefits paid for:

1. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
2. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage.
3. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice.
4. intentionally self-inflicted injury, suicide, or any attempt thereat, whether sane or insane.
5. travel or flight in or on or being run or struck down by any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not licensed for the transportation of passengers for hire; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of an aircraft.
6. war or any act of war, whether declared or undeclared.
7. full-time active duty in the armed forces of any country or international authority. Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days. (Unearned premium will be refunded if the Insured enters military service.)
8. the Insured being under the influence of any drug unless taken as prescribed by a Physician.
9. the Insured being under the influence of any intoxicants. As defined and determined by the laws of the state where the loss or the cause of the loss was incurred.
10. an accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in a Driver's Education Program.
11. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle.
12. injury sustained while participating in or engaging in any of the following:
  - a. motorcycling;
  - b. scuba diving;
  - c. jet, water or snow skiing;
  - d. mountain climbing;
  - e. sky diving;
  - f. motor sport or bicycle racing;
  - g. bungee jumping;
  - h. white water rafting;
  - i. surfing;
  - j. parasailing; or
  - k. spelunking.
13. the Insured's participation in:
  - a. any intercollegiate sports;
  - b. any intramural or club sports;
  - c. any form of tackle football; or
  - d. any other athletic activity,except participation in a Covered Activity.
14. a Pre-existing Condition.
15. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
16. the Insured's commission of or attempt to commit a felony or an assault.

17. the Insured's participation in a riot or insurrection.
18. the Insured's participation in any race, speed or endurance contest.
19. services or treatment rendered by a Physician, Nurse or any other person who is:
  - a. employed or retained by the Policyholder;
  - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
  - c. living in the Covered Person's household;
  - d. who is a parent, sibling, spouse or child of a Covered Person;
20. any Hospital Stay or days of a Hospital Stay that are not Appropriate Treatment for the condition and locality.
21. a Covered Person's Covered Loss if
  - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
  - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

### **SECTION 13 - SUBROGATION**

If the Insured suffers an Injury through the act or omission of another person, and if benefits are paid due to that Injury, then to the extent an Insured recovers for the same Injury from a third party, its insurer, or the Insured's uninsured motorist insurance, the Company will be entitled to a refund of all benefits it has paid as a result of that Injury.

The Company may file a lien in an Insured's action against the third party and have a lien upon any recovery that the Insured receives, whether by settlement, judgment or otherwise and regardless of how such funds are designated. The Company shall have a right to recover the full amount of benefits paid for the Injury and that amount shall be deducted first from any recovery made by the Insured. The Company will not pay or be responsible for the Insured's attorneys' fees or other costs.

Upon request, the Insured must complete any required subrogation forms and return them to the Company. The Insured must cooperate fully with the Company in asserting its right to recover. The Insured will be personally liable for reimbursement to the Company to the extent of any recovery obtained by the Insured from any third party. If it is necessary for the Company to institute legal action against the Insured to recover under this provision, the Insured will be liable for all costs of collection including reasonable attorneys' fees.

The Company shall not, under this Subrogation provision, be entitled to a refund of a benefit it has paid under the Accidental Death Benefit or Accidental Dismemberment Benefit.

### **SECTION 14 - RIGHT OF RECOVERY**

Whenever payments have been made by the Company with respect to benefits in a total amount, at any time, in excess of the maximum amount necessary at that time to satisfy the intent of this provision, the Company will have the right to recover such payments, to the extent of such excess, from one or more of the following, as the Company may determine: (1) any persons to, or for, or with respect to whom, such payments were made; (2) any other insurance companies; or (3) any other organizations.



## SECTION 15 - GENERAL PROVISIONS

**Entire Contract:** This Policy, any application or attached papers make up the entire contract between the Policyholder and the Company.

In the absence of fraud, all statements made by the Policyholder or any Insured will be deemed representations and not warranties. No written statement made by an Insured shall be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

**Changes:** No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent has authority to change this Policy or waive any of its provisions.

**Incontestability:** The validity of this Policy will not be contested after it has been in force for two years from the Policy Effective Date, except as to nonpayment of premiums.

**Noncompliance with Policy Requirements:** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Physical Examination and Autopsy:** The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of a claim, and to make an autopsy in case of death where it is not prohibited by law.

**Legal Actions:** No action at law or equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished to the Company in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished to the Company.

**Records:** The Policyholder, with the Company's prior approval, will maintain records of the essential features of each Insured's insurance coverage under this Policy. The Policyholder shall provide the Company with such information upon the Company's request. The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Certificates of Insurance:** The Company, when required, will provide certificates of insurance to the Policyholder for distribution to each Insured. Each certificate will list the benefits, conditions and limitations of this Policy and will state to whom benefits will be paid.

**Conformity With State Statutes:** Any provision of this Policy which, on the Policy Effective Date, is in conflict with the statutes of the state in which this Policy is delivered is amended to conform to the minimum requirements of those statutes.

**Workers' Compensation:** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error:** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**New Entrants:** This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

**Misstatement of Age:** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**Assignment:** This Policy is not assignable.

## SECTION 16 - CLAIMS PROVISIONS

**Notice of Claim:** Written notice of claim must be given to the Company [20] days after an Insured's loss, or as soon as reasonably possible. Notice given by or on behalf of the claimant to the Company at its administrative office, with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms:** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss:** Written proof of loss must be furnished to the Company within [90] days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates or reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Time of Payment of Claims:** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon the termination of liability will be paid immediately, subject to the Company's receipt of such proof.

**Payment of Claims:** Upon receipt of due written proof of death, benefits for the Insured's loss of life will be paid in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If the Company is to pay benefits to the Insured's estate or a person who is a minor or is not competent to give a valid release for the payment, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, is equitably entitled. Any good faith payment the Company makes fully discharges the Company's liability to the extent of the payment made.



COMPANION LIFE INSURANCE COMPANY  
P.O. BOX 100102, COLUMBIA, SC 29202  
800-753-0404 (Phone) • 800-836-5433 (Fax)

## BLANKET INTERCOLLEGIATE SPORTS ACCIDENT INSURANCE COVERAGE

### SECTION I: Application Information

Official School Name: \_\_\_\_\_

Attn/Address: \_\_\_\_\_

School Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

School Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Contact Person (if different than above): \_\_\_\_\_

Title: \_\_\_\_\_ Dept: \_\_\_\_\_

Contact's Phone: \_\_\_\_\_ Contact's E-Mail Address: \_\_\_\_\_

Policy Effective Date \_\_\_\_\_ Policy Period \_\_\_\_\_

**Select ONE Method for Receipt of Policy Confirmation:** \_\_\_\_\_ E-Mail \_\_\_\_\_ Fax \_\_\_\_\_ Mail  
*Confirmation will be sent by one method ONLY. If you check multiple options, we will send using the first method selected.*

### Section II: Coverage

This application provides coverage for all eligible athletes, trainers, student managers and coaches of the Policyholder. Your premium is based upon the number of students insured during the selected coverage period.

### Section III: Please Read and Sign Below

The applicant declares the information contained in the application is true and that no material facts have been suppressed or misstated. The applicant understands that incorrect information could void the insurance coverage. The signing of this application does not bind the undersigned to purchase this insurance, nor does the review of the application bind the insurance company to issue a policy. It is agreed that this application shall be the basis of the contract should a policy be issued. Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Signature: \_\_\_\_\_ Today's Date (mm/dd/yyyy): \_\_\_\_\_

### Section IV: Agent's Signature

Agent/Broker (Please Print): \_\_\_\_\_ License I.D. #: \_\_\_\_\_

Signature of Agent/Broker: \_\_\_\_\_ Date: \_\_\_\_\_

<i>SERFF Tracking Number:</i>	<i>CMLX-126471445</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Companion Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44670</i>
<i>Company Tracking Number:</i>	<i>BSMAR0010801F01</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>MMXX02BL10</i>		
<i>Project Name/Number:</i>	<i>MMXX02BL10/BSMAR0010801F01</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	01/28/2010
<b>Comments:</b>		
<b>Attachment:</b>		
AR - READABILITY CERTIFICATION.PDF		


	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Bypassed - Item:</b> Application	Approved-Closed	01/28/2010
<b>Bypass Reason:</b> Application submitted with this filing.		
<b>Comments:</b>		

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** Companion Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
ICBAP-4010	40.4
ICBAP-APPL-4020	40.1

Signed:   
Name: Karl Kemmerlin  
Title: Vice President and CFO  
  
Date: January 25, 2010